

REMARKS

Applicants have carefully reviewed the arguments presented in the Office Action and respectfully request reconsideration of the claims in view of the remarks presented below.

Claims 1, 7, 13, 19 and 23 have been amended. Thus claims 1-27 are pending in the application.

Claim 1 was amended to correct an inadvertent typographical error unrelated to patentability of the claim.

Claims 1-7, 9, 11, 19 and 20 were rejected under 35 U.S.C. 103(a) as being unpatentable over Kennedy et al. (6,055,591), in view of Salvo et al. (6,341,271, B1). Applicant respectfully traverses these rejections.

The Examiner has asserted that Kennedy et al discloses providing an indication from a customer to the vendor of a prompt delivery of first particular units of the ordered product by the vendor to the customer, and providing an indication from the customer to the vendor of a delayed delivery of second particular units of the ordered product by the vendor to the customer, as is claimed in claim 1. Applicant disagrees with this assertion because Kennedy neither teaches or even suggest such method steps. The disclosure of Kennedy et al is directed to a system for managing a negotiation process. Referring to column 9, lines 26-34 of Kennedy et al, as cited by the Examiner, it is clear that Kennedy only teaches a system where a customer may request a purchase of one type of parts to be delivered at a particular time and a second, different type of parts to be delivered at a time different from the first type of parts. Kennedy's disclosure of ordering two different types of parts to be delivered at different times is very different from that claimed by Applicant in claim 1 where a customer orders one type of product to be delivered either promptly and at a latter time, so as to ensure the customer maintains a lean and efficient inventory of the parts. Even if one assumes that the two parts ordered by Kennedy's customer are the same part number, Kennedy still does not disclose the delivery scheme of delivery particular units of the product promptly, and particular units of the product delivered at a delayed time, as is claimed by Applicant. Kennedy only discloses that two products can be delivered on different dates. Further, there is simply no disclosure in Salvo et al, or any of the other cited art

that would supply this distinction. Thus, Applicant respectfully submits that claim 1, and its dependent claims, are not obviousness in view of the cited art, and request that they be allowed.

Similarly, claim 7 has been amended to recite indicating to the vendor in connection with the order, what portion of the units of the product are to be shipped by the vendor promptly to the customer and what portion of the units of the product are to be shipped by the vendor to the customer at a subsequent date. As described above, such a step is neither taught nor even suggested by Kennedy et al, or any other of the cited art taken either alone or in combination. For the reasons given above, Applicant believes claim 7, and its dependent claims, are thus patentable over the cited art and respectfully request that they be allowed.

Claim 19 recites a method having the step of receiving an order from the customer for units of the product, i.e. a single product, the order indicating whether the units of the product are to be delivered promptly by the vendor to the customer, and if not, the date for the delivery of the units of the product by the vendor to the customer. Such a step, as discussed above, is simply not taught or suggested by Kennedy et al, Salvo et al, or any of the other art of record, taken alone or in combination. Thus, Applicant requests that claim 19, and its dependent claims, be deemed allowed.

Claims 8, 10, 12, 21 and 22 were rejected under 35 U.S.C. 103(a) as being unpatentable over Kennedy et al. (6,055,519), in view of Salvo et al. (6,341,271), as applied to claims 7, 9 and 19 above, in further view of Peterson et al. (6,324,522). Applicant respectfully traverses these rejections. The rejected claims are all dependent claims. As the independent claims are patentable over the cited art, as described above, the claimed dependent therefrom are also necessarily patentable over that art. Thus, Applicant submits that claims 8, 10, 12, 21 and 22 are patentable and requests that they be allowed.

Claims 13-18 and 23-27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Kennedy et al. (6,055,519), in view of Salvo et al. (6,341,271), in further view of Peterson et al. (6,324,522). Applicant respectfully traverses these rejection.

Claim 13 as amended recites a method including the step of if the vendor indicates to the customer that the vendor has the inventory to fill the order, transmitting the order to the vendor

for the units of the product, the transmission from the customer to the vendor including an indication of what part of the order is to be fulfilled by the vendor promptly and what part of the order is to be fulfilled at some future specified time. As stated above, Kennedy only discloses ordering two different parts to be delivered on two different dates. That is, Kennedy only discloses two separate orders, unlike the single order recited in claim 13. Moreover, there is no teaching or suggestion to be found within Kennedy et al that one of Kennedy's delivery dates can be "promptly" as that term is used by Applicant, rather than a specific date, as disclosed by Kennedy. None of the other art of record provides this added distinction, even if that art is combined with Kennedy. For this reason, claim 13, and its dependent claims, is submitted to be patentable over the art of record and Applicant therefore requests that those claims be allowed.

Similar to amended claim 13, claim 19 has been amended to recite a method including a step of receiving a order from a customer for units of the product, the order indicating what portion of the units of the product are to be delivered promptly by the vendor to the customer, and the date for the deliver of the remaining portion of the units of the product by the vendor to the customer. As stated above with reference to amended claim 13, neither Kennedy et al, nor any of the other art of record, taken alone or in combination teach or even disclose such a step. Kennedy fails to teach anything remotely the same as indicating what portion of an order is be delivered promptly, and what portion of an order may be delivered at an indicated date. Accordingly, Applicant submits that amended claim 19 and its dependent claims are patentable over the cited art and request that they be allowed.

Claim 23 was amended to recite the step of providing an indication with the order as to what portion of the units of the product are to be delivered promptly and what portion of the units of the product are to be delivered on some specified date in the future. As was discussed with reference to amended claims 13 and 19 above, this step is neither taught nor suggested by any of the art of record, taken alone or in combination. Accordingly, claim 23, and its dependent claims, are believed to be patentable over the art of record and thus Applicant respectfully requests that they be allowed.

CONCLUSION

Applicants have carefully reviewed the arguments presented in the Office Action and respectfully request reconsideration of the claims in view of the remarks presented. In light of the above amendments and remarks, Applicants respectfully request that a timely Notice of Allowance be issued in this case.

Should the Examiner have any questions concerning the above amendments and arguments, or any suggestions for further amending the claims to obtain allowance, Applicants request that the Examiner contact Applicants' attorney, John Fitzgerald, at 310-242-2667.

The Commissioner is authorized to credit any overpayment or charge any additional fees in this matter to our Deposit Account No. 06-2425.

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Respectfully submitted,

FULWIDER PATTON LLP

By: /john k. fitzgerald/
John K. Fitzgerald
Registration No. 38,881

JKF:vmm
Howard Hughes Center
6060 Center Drive, Tenth Floor
Los Angeles, CA 90045
Telephone: (310) 824-5555
Facsimile: (310) 824-9696
Customer No. 24201
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